



GRAYCARY

4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133
www.graycary.com

O] 858-677-1456
F] 858-677-1465

FAX TRANSMISSION COVER SHEET

June 24, 2004

To:

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Telephone:

703-308-1202

Fax Number:

703-746-4060

From:

Lisa A. Halle, J.D., Ph.D.
Registration No. 38,347

858-677-1456

858-677-1465

PATENT

Attorney Pocket No.: BECK1130-2

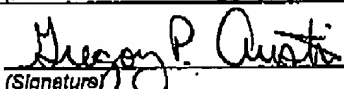
IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants:	Montero-Julian et al.	Art Unit:	1464
Application No.:	10/782,664	Examiner:	Not Yet Assigned
Filed:	February 18, 2004	Confirmation No.:	5199
Title:	SOLUTION-BASED METHODS FOR DETECTING MHC-BINDING PEPTIDES		

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Transmitted herewith for the above-identified application please find:

Power of Attorney by Assignee (7 pgs.).

CERTIFICATION UNDER 37 CFR §1.8	
I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office (Fax No. 703-746-4060) on June 24, 2004.	
Gregory P. Austin (Name of Person Mailing Paper)	
	June 24, 2004 (Date)

Pages: - 8 - (including this form)

Originals: ☒ will not be mailed

If there is a problem with this transmission, please call (858) 638-6633 (Greg Austin)

CONFIDENTIALITY NOTICE

This communication is ONLY for the person named above. Unless otherwise indicated, it contains information that is confidential, privileged or exempt from disclosure under applicable law. If you are not the person named above, or responsible for delivering it to that person, be aware that disclosure, copying, distribution or use of this communication is strictly PROHIBITED. If you have received it in error, or are uncertain as to its proper handling, please immediately notify us by collect telephone and mail the original to us at the above address. Thank you.

Gray Cary/16405095.1
2102523-29



JUN 24.2004 4:14PM GRAY CARY GT

NO.911 P.2/8

PATENT
ATTORNEY DOCKET NO.: BECK1130-2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Montero-Julian et al. Art Unit: 1464
Application No.: 10/782,664 Examiner: Not Yet Assigned
Filed: February 18, 2004 Confirmation No.: 5199
Title: SOLUTION-BASED METHODS FOR DETECTING MHC-BINDING
PEPTIDES

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE

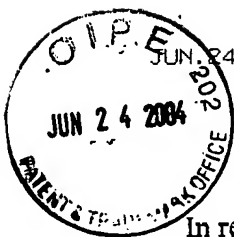
As a below-named assignee of the above-identified application ("Application"):
BECKMAN COULTER, INC. is the assignee of the entire right, title and interest
of the above-identified application by virtue of the attached Assignment (Exhibit A).

I hereby appoint the following attorneys of the assignee to prosecute the
Application and to transact all business in the United States Patent and Trademark Office
connected therewith:

JOHN L. ADAIR
ARI G. AKMAL
DAVID L. ALBERTI
DARYL BASHAM
MARK L. BERRIER
JOHN J. BRUCKNER
KEVIN J. FORRESTAL
LISA A. HAILE
JACOB V. HANDY
RICHARD J. IMBRA
PETER R. LEAL
JUNE M. LEARN
ALAN A. LIMBACH
GEORGE C. LIMBACH
KARL A. LIMBACH
TIMOTHY W. LOHSE
GEORGE R. MEYER
DEAN NAKAMURA
MICHAEL T. ROSATO
GERALD T. SEKIMURA
MICHAEL R. SHEVLIN
TAMARA SHIELDS
ANDREW V. SMITH
STEVEN R. SPRINKLE

Registration No. 48,828
Registration No. 51,338
Registration No. 43,465
Registration No. 45,869
Registration No. 35,066
Registration No. 35,816
Registration No. 45,861
Registration No. 38,347
Registration No. 48,347
Registration No. 37,643
Registration No. 24,226
Registration No. 31,238
Registration No. 39,749
Registration No. 19,305
Registration No. 18,689
Registration No. 35,255
Registration No. 35,284
Registration No. 33,981
Registration No. 52,182
Registration No. 30,103
Registration No. 38,724
Registration No. 52,221
Registration No. 43,132
Registration No. 40,825

Gray Cary\GT\6387527.1
2102523-29



JUN 24.2004 4:14PM GRAY CARY GT

NO.911 P.3/8

In re Application of:
Montero-Julian et al.
Application No.: 10/782,664
Filed: February 18, 2004
Page 2

PATENT
Attorney Docket No.: BECK1130-2

KIEUN J. SUNG
MARK M. TAKAHASHI
EMANUEL J. VACCHIANO
EDWARD B. WELLER
NAN WU
RONALD L. YIN
BARRY N. YOUNG

Registration No. 48,639
Registration No. 38,631
Registration No. 43,964
Registration No. 37,468
Registration No. 43,360
Registration No. 27,607
Registration No. 27,744

I hereby authorize and request insertion of the application number of the
Application when officially known.

Direct all telephone calls to:

LISA A. HAILE, J.D., PH.D.
Telephone: (858) 677-1456
Facsimile: (858) 677-1465

Address all correspondence to:

LISA A. HAILE, J.D., PH.D.
GRAY CARY WARE & FREIDENRICH LLP
4365 Executive Drive, Suite 1100
San Diego, CA 92121-2133

BECKMAN COULTER, INC.

By: 

Name: James A. Weiss

Title: Assistant Secretary

Date: 4 May 04

Gray Cary\GT\6387527.1
2102523-29



EXHIBIT A



PATENT
ATTORNEY DOCKET NO.: BECK1130-2

ASSIGNMENT

This assignment ("Assignment") is made by Felix A. Montero-Julian, of Marseille, France, Sylvain Monseaux, of Marseille, France and Antje Necker, of Marseille, France (collectively, the "Assignors") **BECKMAN COULTER, INC.** ("Assignee"), having a place of business at 4300 N. Harbor Boulevard, Fullerton, California 92834-3100.

Recitals

A. Each of the Assignors has invented a new and useful invention entitled **SOLUTION-BASED METHODS FOR DETECTING MHC-BINDING PEPTIDES** for which an application for United States Letters Patent Application was filed February 18, 2004 in the United States Patent and Trademark Office.

B. Each of the Assignors authorizes and requests insertion of the serial number of the application when officially known:

The United States Application Serial No.: 10/782,664;

C. Each of the Assignors believes the Assignors to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.

D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

PATENT
ATTORNEY DOCKET NO.: BECK1130-2

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Assignors agrees to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

PATENT
ATTORNEY DOCKET NO.: BECK1130-2

3. Each of the Assignors represents and warrants that such Assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Assistant Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

PATENT
ATTORNEY DOCKET NO.: BECK1130-2

IN WITNESS WHEREOF, each of the Assignors has executed this Assignment
on the date(s) provided below.

Date: 11 Mai 2004

Assignor: Felix A. Montero-Julian

Signature: 

Date: 7 Mai 2004

Assignor: Sylvain Monseaux

Signature: 

Date: 7 Mai 04

Assignor: Antje Necker

Signature: A. Necker